

ADDENDUM PACKAGE

SOLICITATION: SP0600-05-R-0088

PURCHASE PROGRAM: 1.1L

THE ENCLOSED SOLICITATION COVERS THE PERIOD:

DELIVERY PERIOD

BASIC REQUIREMENT

JULY 1, 2005 THROUGH JUNE 30, 2006

OPTION PERIOD 1

JULY 1, 2006 THROUGH DECEMBER 31, 2006

OPTION PERIOD 2

JANUARY 1, 2007 THROUGH JUNE 30, 2007

**TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE
DEFENSE ENERGY SUPPORT CENTER BY:**

FEBRUARY 16, 2005, 1:00 P.M. LOCAL TIME

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SECTION B**B1.15 SUPPLIES TO BE FURNISHED (BULK) (AFGHANISTAN/PAKISTAN) (DESC DEC 2003)**

- (a) This is an indefinite quantity type contract in accordance with the INDEFINITE QUANTITY clause.
 (b) The supplies to be furnished during the contract period and all associated data are as follows:

BASIC REQUIREMENT (12-MONTH DELIVERY PERIOD: JULY 1, 2005 THROUGH JUNE 30, 2006)**TURBINE FUEL, AVIATION (F35)****PURCHASE PROGRAM 1.1L**

NSN: 9130-01-526-9028

PURCHASE REQUEST NO. SC0600-05-0579

SPECIFICATION: U.K. Defense Standard 91-91/Issue 4 dated 14 June 2002

(See Clause C16.08-9)

THE TOTAL ESTIMATED F35 QUANTITY IS – 107,831,000 USG

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0001 | W91DW9 | 997000004 | KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN |

QUANTITY 16,425,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | REQUIRED | REQUIRED | REQUIRED |

NOTES:

- The minimum quantity required is 3,285,000 USG (9,000 USG per day).
- The maximum quantity required is 16,425,000 USG (45,000 USG per day).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0002 | W91DW4 | 997000005 | BAGRAM AIR BASE BAGRAM, AFGHANISTAN |

QUANTITY 91,250,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | REQUIRED | REQUIRED | REQUIRED |

NOTES:

- The minimum quantity required is 18,250,000 USG (50,000 USG per day).
- The maximum quantity required is 91,250,000 USG (250,000 USG per day).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|-----------------|
| 0003 | SC0616 | 997000006 | SHAMSI PAKISTAN |

QUANTITY 156,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | REQUIRED | REQUIRED | REQUIRED |

NOTES:

- The minimum quantity required is 31,200 USG.
- The maximum quantity required is 156,000 USG.

B1 CONT'D

OPTION 1 (6-MONTH DELIVERY PERIOD: JULY 1, 2006 THROUGH DECEMBER 31, 2006)**TURBINE FUEL, AVIATION (F35)****PURCHASE PROGRAM 1.1L**

NSN: 9130-01-526-9028

PURCHASE REQUEST NO. SC0600-05-0579

SPECIFICATION: U.K. Defense Standard 91-91/Issue 4 dated 14 June 2002

(See Clause C16.08-9)

THE TOTAL ESTIMATED F35 QUANTITY IS – 54,358,000 USG

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0001 | W91DW9 | 997000004 | KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN |

QUANTITY 8,280,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | REQUIRED | REQUIRED | REQUIRED |

NOTES:

1. The minimum quantity required is 1,656,000 USG (4,537 USG per day).
2. The maximum quantity required is 8,280,000 USG (45,000 USG per day).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0002 | W91DW4 | 997000005 | BAGRAM AIR BASE BAGRAM, AFGHANISTAN |

QUANTITY 46,000,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | REQUIRED | REQUIRED | REQUIRED |

NOTES:

1. The minimum quantity required is 9,200,000 USG (50,000 per day).
2. The maximum quantity required is 46,000,000 USG (250,000 per day).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|-------------------------------------|
| 0003 | UCSHAM | 997000006 | SHAMSI AIRFIELD SHAMSI, PAKISTAN |

QUANTITY 78,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | REQUIRED | REQUIRED | REQUIRED |

NOTES:

1. The minimum quantity required is 15,600 USG.
2. The maximum quantity required is 78,000 USG.

B1 CONT'D

OPTION 2 (6-MONTH DELIVERY PERIOD: JANUARY 1, 2007 THROUGH JUNE 30, 2007)

TURBINE FUEL, AVIATION (F35)

PURCHASE PROGRAM 1.1L

NSN: 9130-01-526-9028

PURCHASE REQUEST NO. SC0600-05-0579

SPECIFICATION: U.K. Defense Standard 91-91/Issue 4 dated 14 June 2002

(See Clause C16.08-9)

THE TOTAL ESTIMATED F35 QUANTITY IS – 53,473,000 USG

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0001 | W91DW9 | 997000004 | KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN |

QUANTITY 8,145,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | REQUIRED | REQUIRED | REQUIRED |

NOTES:

1. The minimum quantity required is 1,629,000 USG (9,000 USG per day).
2. The maximum quantity required is 8,145,000 USG (45,000 USG per day).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0002 | W91DW4 | 997000005 | BAGRAM AIR BASE BAGRAM, AFGHANISTAN |

QUANTITY 45,250,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | REQUIRED | REQUIRED | REQUIRED |

NOTES:

1. The minimum quantity required is 9,050,000 USG (50,000 USG per day).
2. The maximum quantity required is 45,250,000 USG (250,000 USG per day).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|-------------------------------------|
| 0003 | UCSHAM | 997000006 | SHAMSI AIRFIELD SHAMSI, PAKISTAN |

QUANTITY 78,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | REQUIRED | REQUIRED | REQUIRED |

NOTES:

1. The minimum quantity required is 15,600 USG.
2. The maximum quantity required is 78,000 USG.

B1 CONT'D

BASIC REQUIREMENT (12-MONTH DELIVERY PERIOD: JULY 1, 2005 THROUGH JUNE 30, 2006)

UNLEADED GASOLINE (PAG)

PURCHASE PROGRAM 1.1L

NSN: 9130-01-526-4844

PURCHASE REQUEST NO. SC0600-05-0579

SPECIFICATION: See Clause C16.18-25.100 (52.246-9FJT)

THE TOTAL ESTIMATED PAG QUANTITY IS – 657,000 USG

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0101 | W91DW9 | 997000004 | KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN |

QUANTITY 73,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TRUCK | NONE | NONE | NONE |

NOTES:

1. The minimum quantity required is 14,600 USG (40 USG per day).
2. The maximum quantity required is 73,000 USG (200 USG per day).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0102 | W91DW4 | 997000005 | BAGRAM AIR BASE BAGRAM, AFGHANISTAN |

QUANTITY 584,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TRUCK | NONE | NONE | NONE |

NOTES:

1. The minimum quantity required is 116,800 USG (320 USG per day).
2. The maximum quantity required is 584,000 USG (1,600 USG per day).

B1 CONT'D**OPTION 1 (6-MONTH DELIVERY PERIOD: JULY 1, 2006 THROUGH DECEMBER 31, 2006)****UNLEADED GASOLINE (PAG)****PURCHASE PROGRAM 1.1L**

NSN: 9130-01-526-4844

PURCHASE REQUEST NO. SC0600-05-0579

SPECIFICATION: See Clause C16.18-25.100 (52.246-9FJT)

THE TOTAL ESTIMATED PAG QUANTITY IS – 331,200 USG

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0101 | W91DW9 | 997000004 | KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN |

QUANTITY 36,800***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

1. The minimum quantity required is 7,360 USG (40 USG per day).
2. The maximum quantity required is 36,800 USG (200 USG per day).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0102 | W91DW4 | 997000005 | BAGRAM AIR BASE BAGRAM, AFGHANISTAN |

QUANTITY 294,400***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

1. The minimum quantity required is 58,880 USG (320 USG per day).
2. The maximum quantity required is 294,400 USG (1,600 USG per day).

B1 CONT'D**OPTION 2 (6-MONTH DELIVERY PERIOD: JANUARY 1, 2007 THROUGH JUNE 30, 2007)****UNLEADED GASOLINE (PAG)****PURCHASE PROGRAM 1.1L**

NSN: 9130-01-526-4844

PURCHASE REQUEST NO. SC0600-05-0579

SPECIFICATION: See Clause C16.18-25.100 (52.246-9FJT)

THE TOTAL ESTIMATED PAG QUANTITY IS – 325,800 USG

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0101 | W91DW9 | 997000004 | KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN |

QUANTITY 36,200***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

1. The minimum quantity required is 7,240 USG (40 USG per day).
2. The maximum quantity required is 36,200 USG (200 USG per day).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0102 | W91DW4 | 997000005 | BAGRAM AIR BASE BAGRAM, AFGHANISTAN |

QUANTITY 289,600***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

1. The minimum quantity required is 57,920 USG (320 USG per month).
2. The maximum quantity required is 289,600 USG (1,600 USG per month).

B1 CONT'D**BASIC REQUIREMENT (12-MONTH DELIVERY PERIOD: JULY 1, 2005 THROUGH JUNE 30, 2006)****DIESEL FUEL (PAD)****PURCHASE PROGRAM 1.1L**

NSN: 9140-01-526-5493

PURCHASE REQUEST NO. SC0600-05-0579

SPECIFICATION: See Clause C16.30.100 (52.246-9FCC)

THE TOTAL ESTIMATED PAD QUANTITY IS – 1,560,000 USG

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0201 | W91DW9 | 997000004 | KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN |

QUANTITY 780,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

1. The minimum quantity required is 156,000 USG (3,000 USG per week).
2. The maximum quantity required is 780,000 USG (15,000 USG per week).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0202 | W91DW4 | 997000005 | BAGRAM AIR BASE BAGRAM, AFGHANISTAN |

QUANTITY 780,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

1. The minimum quantity required is 156,000 USG (3,000 USG per week).
2. The maximum quantity required is 780,000 USG (15,000 USG per week).

B1 CONT'D**OPTION 1 (6-MONTH DELIVERY PERIOD: JULY 1, 2006 THROUGH DECEMBER 31, 2006)****DIESEL FUEL (PAD)****PURCHASE PROGRAM 1.1L**

NSN: 9140-01-526-5493

PURCHASE REQUEST NO. SC0600-05-0579

SPECIFICATION: See Clause C16.30.100 (52.246-9FCC)

THE TOTAL ESTIMATED PAD QUANTITY IS – 780,000 USG

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0201 | W91DW9 | 997000004 | KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN |

QUANTITY 390,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

3. The minimum quantity required is 78,000 USG (3,000 USG per week).
4. The maximum quantity required is 390,000 USG (15,000 USG per week).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0202 | W91DW4 | 997000005 | BAGRAM AIR BASE BAGRAM, AFGHANISTAN |

QUANTITY 390,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

3. The minimum quantity required is 78,000 USG (3,000 USG per week).
4. The maximum quantity required is 390,000 USG (15,000 USG per week).

B1 CONT'D**OPTION 2 (6-MONTH DELIVERY PERIOD: JANUARY 1, 2007 THROUGH JUNE 30, 2007)****DIESEL FUEL (PAD)****PURCHASE PROGRAM 1.1L**

NSN: 9140-01-526-5493

PURCHASE REQUEST NO. SC0600-05-0579

SPECIFICATION: See Clause C16.30.100 (52.246-9FCC)

THE TOTAL ESTIMATED PAD QUANTITY IS – 780,000 USG

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0201 | W91DW9 | 997000004 | KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN |

QUANTITY 390,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

5. The minimum quantity required is 78,000 USG (3,000 USG per week).
6. The maximum quantity required is 390,000 USG (15,000 USG per week).

| <u>LINE ITEM</u> | <u>DODAAC</u> | <u>SPLC</u> | <u>LOCATION</u> |
|------------------|---------------|-------------|--|
| 0202 | W91DW4 | 997000005 | BAGRAM AIR BASE BAGRAM, AFGHANISTAN |

QUANTITY 390,000***

TRUCK MODE RESTRICTED TO DESTINATION OFFERS

| <u>MODE</u> | <u>FSII</u> | <u>SDA</u> | <u>CI</u> |
|-------------|-------------|------------|-----------|
| TT | NONE | NONE | NONE |

NOTES:

5. The minimum quantity required is 78,000 USG (3,000 USG per week).
6. The maximum quantity required is 390,000 USG (15,000 USG per week).

B1 CONT'D

GENERAL NOTES FOR ALL PRODUCTS

- A. Method of Delivery - Tank Truck (TT).
- B. TT offers must be on a FOB destination basis.
- C. Delivery is required into bladders at all requiring locations, except for Shamsi, Pakistan which delivery is required into 55-gallon drums.
- D. Evaluation of TT mode offers will be in accordance with Clause M25.05 EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK)(AFGHANISTAN/PAKISTAN)(DESC JAN 2005).
- E. Tank trucks used for this solicitation must meet the following requirements:
 - 1. Couplings must have 3- or 4-inch male kamlok from the truck to our system.
 - 2. Couplings must have 2.5 inch threaded female to the trucks.
 - 3. The trucks delivering F35 must be dedicated to jet fuel service and the trucks must have internal epoxy coating.
 - 4. Seals must be purchased by the awardee. The type of seals that must be ordered is the **Alulock 2.0mm**. The AluLock cable seal has a self-locking design and is available in variable lengths. The Alulock 2.0 comes packed in 10 pieces per bag, 250 pieces per carton.
- F. **Risk of Loss** - The Government acquires title to product under this contract at origin. Custody remains with the contractor until delivery at destination. The Contractor has the responsibility to deliver to the Government at destination all product entrusted in the contractor's custody at origin except for the loss of product caused by the hostile acts of third parties such as terrorists or insurgents. The contractor assumes all other risks.
- G. **Quantity Determination** - Trucks will be loaded in accordance with local custom based on gross volume. This quantity will be annotated on the DD250 for information purposes only. The loaded quantity will be adjusted to net volume at 15°C in accordance with Clause F1.09 DETERMINATION OF QUANTITY and recorded on the DD250. **Payment will be made based on net volume.** The loss tolerance is 3.0%. The Government will require reimbursement from the contractor for any loss that exceeds this amount.
- H. **If offeror feels that they are at risk for detention charges the offered price(s) should be adjusted accordingly.**
- I. **Resupply Routes:**
 - 1. **Bagram Air Base:**
 - i. Physically, this route is exceptionally rugged and demanding on both drivers and their vehicles. More than two decades of conflict have seen the road surface deteriorate profoundly. The journey from Tokham to Kabul once took 3.5 hours before the Soviet invasion of 1979; the same journey can now take up to 14 hours. Barring any major accidents or emergencies, truck drivers should be able to complete the journey from Torkham to Bagram Airbase in two days and one night.
 - ii. This is extremely mountainous terrain again, passing through a narrow gorge, and was a popular area in which to harass or attack traffic.
 - iii. Kabul to Bagram Airbase - This short stretch of road north of Kabul appears outwardly secure. There are regular military posts approximately every 1,000 metres.
 - 2. **Kandahar Air Base:**
 - i. From Karachi, this route travels north towards the city of Quetta in Baluchistan. From here it changes course, heading northwest to the border crossing at Chaman, through the Afghan border town of Spin Buldak and onwards to Kandahar Airbase. Once across the border, this enters the Afghan province of Kandahar.
 - ii. On the Pakistani side of this route is the Pashtun-dominated province of Baluchistan. This route passes through Pakistani tribal areas, which are home to fiercely anti-American terrorists, Pakistani and Arab.

(DESC 52.207-9F11)

B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC MAR 2003)**(a) WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in this offer and/or contract do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

(b) DEFINITIONS. As used throughout this clause, the term--

(1) **Base unit price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the price assessment or formula set forth in the Table in (f) below with which the base unit price is to fluctuate.

(3) **Date of delivery** is defined as follows:

(i) FOR TANKER OR BARGE DELIVERIES.

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point.

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) ADJUSTMENTS.

(1) The Contractor shall give written notice to the Contracting Officer, Defense Energy Support Center, of any delivery and associated change in the reference price within 15 working days from the date thereof. Contractor failure to timely notify the Contracting Officer of any delivery and associated change in the reference price may result in late or incorrect payment of the relevant invoice.

(2) Subject to the provisions of this clause, the prices payable under this contract shall be the base unit price increased or decreased by the same number of cents, or fraction thereof, that the reference price shall have increased or decreased.

(3) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on and after the effective date of the price change as stated in the publication.

(4) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this provision. However, no increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published reference price has been verified by the Contracting Officer.

(5) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(7) REVISION OF REFERENCE PRICE INDICATOR. In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(8) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **TABLE.**

| REFERENCE PRICE TABULATION | |
|---|--|
| NAME OF PUBLICATION | HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT |
| Oil Companies Advisory Committee (OCAC) | For JP-1: Government Minimum Selling Price (GMSP) (Technical) For MS (87 RON): Direct Sale to Consumers |

| PRODUCT | REFERENCE PRODUCT | REFERENCE PRICE EFFECTIVE DEC 16, 2004 |
|-------------------------|-------------------|--|
| Turbine Aviation-F35 | JP-1 | \$1.287900 USD/USG |
| Diesel Fuel -PAD | High Speed Diesel | \$1.153268 USD/USG |
| Unleaded Gasoline - PAG | MS (87 RON) | \$1.261739 USD/USG |

NOTES:

- A. Product reference prices will change based on submission of the posted prices, which is published on the 15th day and final day of each month effective the following day, from the Oil Companies Advisory Committee (OCAC) under the Pakistan Government's Ministry of Petroleum.
- B. The exchange rate of Dollar to Rupees or vice versa used for calculating product reference prices is the rate posted on the Internet site www.oanda.com/convert/ for the effective date of the OCAC publication.

(DESC 52.216-9F25)

SECTION C**C1 SPECIFICATIONS (DESC JAN 1997)**

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1st, November 1st, January 1st, March 1st, and May 1st.

(DESC 52.246-9FT1)

THIS CLAUSE APPLIES ONLY TO THE F35**C16.08-9 TURBINE FUEL, AVIATION (JET A1) WITH FUEL SYSTEM ICING INHIBITOR (FSII), CORROSION INHIBITOR (CI), AND STATIC DISSIPATOR ADDITIVE (SDA) (JP8/JB8) (DESC JUL 2004)**

Aviation Turbine Fuel, Jet A1, shall conform to Defence Standard 91-91, Issue 4, dated June 14, 2002, except as modified below:

(a) **APPEARANCE.** The appearance requirement of Table 1 is deleted and replaced with the following: "At the time of Government acceptance, the finished fuel shall be visually free from undissolved water, sediment, or suspended matter and shall be clear and bright when tested in accordance with ASTM D 4176, Procedure 1. In case of dispute, the fuel shall be clear and bright at 21 degrees Celsius (70 degrees Fahrenheit) and shall contain no more 1.0 mg/L of particulate matter."

(b) **CLEANLINESS.** Test limits for particulate matter and filtration time shall be as specified in MIL-DTL-83133E, Table I. The test procedure for assessing these properties shall be MIL-DTL-83133E, Appendix A. The maximum particulate content must be 1.0 mg/L. The maximum filtration time shall be 15 minutes. A minimum sample size of 3.79 liters (1 U.S. Gallon) must be filtered. Alternative methods for determination of particulate contamination shall be ASTM D 5452 or ASTM D 2276.

(c) **ADDITIVE REQUIREMENTS (The Contractor shall furnish and inject the following additives, as required).**

(1) Immediately after processing, antioxidant shall be added to hydrotreated fuels. Antioxidants and concentrations listed in Defense Standard 91-91, Issue 4, will be added to a fuel (or a fuel component) that has been hydroprocessed. This must be done immediately after hydroprocessing and prior to the product or component being passed into storage, in order to prevent peroxidation and gum formation after manufacture.

(2) Corrosion Inhibitor/Lubricity Improver (CI/LI) additive(s) shall be added of the type and concentration cited by QPL 25017 (latest revision). As of the date of this clause revision, QPL 25017-20, dated May 31, 2004, is the current version of the QPL. Only the following CI/LI additives are approved for shipment to NATO countries:

| <u>INHIBITOR</u> | <u>CONCENTRATION, GRAMS/CUBIC METER</u> |
|------------------|---|
| Apollo PRI-19 | 18 - 22.5 |
| Octel DCI-4A | 9 - 22.5 |
| Hitec 580 | 15 - 22.5 |
| Nalco 5403 | 12 - 22.5 |
| Tolad 4410 | 9 - 22.5 |

(3) Fuel System Icing Inhibitor (FSII), Diethylene Glycol Monomethyl Ether (DiEGME), in accordance with MIL-DTL-85470, shall be added at a concentration of 0.10 - 0.15 volume percent.

(4) Static Dissipator Additive (SDA) shall be added to the fuel to impart electrical conductivity in accordance with Def Stan 91-91/4. However, the conductivity level shall be between 150 and 450 pS/m.

(DESC 52.246-9FMW)

C16.18-25 GASOLINE, AUTOMOTIVE , UNLEADED (PAKISTAN/AFGHANISTAN ONLY) (JAN 2005)

(a) Product shall conform to the following requirements:

| Test Description | Test Method | Test Limit |
|--|----------------------------|--|
| 1. Color | Visual | Bluish Green/Pinkish |
| 2. Appearance | Visual | Clear & free from water & suspended impurities |
| 3. Distillation | ASTM D-86 | |
| I.B.P. Deg. C | | Report |
| 10% Vol. Rec. at Deg. C | | Max. 70 |
| 50% Vol. Rec. at Deg. C | | Max. 125 |
| 90% Vol. Rec. at Deg. C | | Max. 180 |
| End Point | | Max. 205 |
| Residue, Vol. % | | Max. 2 |
| 4. Reid Vapor Pressure at 37.8 Deg. C, Kpa (psi) | ASTM D-323 | |
| Summer grade (Mar. - Oct.) | | Max. 62 (9) |
| Winter grade (Nov. - Feb.) | | Max. 69 (10) |
| 5. Existent gum, (mg/100 ml) | ASTM D-381 | Max. 4 |
| 6. Induction Period, minutes | ASTM D-525 | No break down in 240 minutes |
| 7. Sulphur (Total), Wt. % | ASTM D-1266 | Max. 0.1% |
| 8. Lead content gm/Liter | ASTM D-3341 or ASTM D-2547 | less than 0.02 |
| 9. Copper strip corrosion, at 50 Deg. C | ASTM D-130 | Max. 1 |
| 10. Octane Number (Research) | ASTM D-2699 | Min. 92 |
| 11. Specific Gravity at 15.6 Deg. C, (60 Deg. F) | ASTM D-1298 | Max. 0.74 |
| 12. Dr. Test | ASTM D-484 | Negative |
| 13. Odour | | Marketable |

C16.30 FUEL OIL, DIESEL (AFGHANISTAN/PAKISTAN)(OVERSEAS BULK)(JAN 2005)

(a) Product shall conform to the following requirements:

| | Test Description | Test Method | Test Limit |
|-----|---|--------------------|----------------------|
| 1. | Specific Gravity at 15.6 Deg.C. (60 Deg. F) | ASTM D-1298 | To be reported |
| 2. | Distillation 50% Vol. Rec. at Deg. C. 90% Vol. Rec. at Deg. C. | ASTM D-86 | Report Max. 365 |
| 3. | Color, ASTM | ASTM D-1500 | Max. 3 |
| 4. | Flash Point, (PMCC) Deg. C | ASTM D-93 | Min. 66 |
| 5. | Sulphur content, % Wt. | ASTM D-129 | Max. 1.0 |
| 6. | Copper strip corrosion, 3 hours at 100 Deg.C | ASTM D-130 | Max. No. 1 |
| 7. | Viscosity Kinematic @ 40 Deg.C, cSt | ASTM D-445 | Min. 1.5 Max. 6.5 |
| 8. | Cloud Point, Deg. C March – Oct. Nov. – Feb. | ASTM D-2500 | Max. 9 Max. 6 |
| 9. | Pour Point, Deg. C March – Oct. Nov. – Feb. | ASTM D-97 | Max. 6 Max. 3 |
| 10. | Conradson carbon residue on 10% distillation residue, % Wt. | ASTM D-189 | Max. 0.2 |
| 11. | Ash, % Wt. | ASTM D-482 | Max. 0.01 |
| 12. | Sediment, % Wt. | ASTM D-473 | Max. 0.01 |
| 13. | Water, % Vol. | ASTM D-95 | Max. 0.05 |
| 14. | Cetane Index | ASTM D-976 | Min. 45 |
| 15. | Neutralization Value Total acid No.mg.KOH/g Strong acid No.mg.KOH/g | ASTM D-974 | Max. 0.5 Max. Nil |

SECTION E**THIS CLAUSE APPLIES ONLY TO THE F35**

THE FOLLOWING CLAUSE APPLIES TO--

1. ALL LUBRICATING OIL DELIVERIES.
2. ALL AVIATION FUEL DELIVERIES.
3. ALL BULK DELIVERIES; EXCEPT FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)**(a) QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems - Model for Quality Assurance in Production and Installation. If the Contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, is required at the custody transfer point. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) **STORAGE AND HANDLING.** Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging,

E1 CONT'D

sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

(vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the Contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS clause;

(viii) **LOADING AND SHIPPING - TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS.** Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen;

(B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;

(C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and

(D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.

(ix) **LOADING AND SHIPPING - TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges.** State procedures to be used to ensure vessels are suitable to load the intended product.

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.

(C) **For both f.o.b. origin and destination supplied tankers/barges.** Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. **Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.**

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR. The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).

E1 CONT'D

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.

(4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. If the SHIPMENT AND ROUTING clause is included in the contract, Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions contained in that clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

E1 CONT'D

TABLE I - MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

| LOCATION | WHEN SAMPLED | TYPE OF SAMPLE | TYPE OF TEST |
|--|--|---|---|
| 1. Refinery/Terminal Shipping Tank | Each Batch Prior to Commencement of Shipping | All Level or Single Tank Composite | A (2) |
| 2. Shipping Line (All Modes): Dedicated Line Common Line | Prior to Loading/Shipping | Line | C B |
| 3. Custody Transfer Point | Immediately After Start of Shipment | Line | C |
| 4. Tanker/Barge/Pipeline Custody Transfer Point | During Loading/Shipment | Representative Sample See Note, paragraph E1.a.(iii) | Retain Only |
| 5. Tanker/Barge/Pipeline Custody Transfer Point | Hourly | Line | Visual (3) plus additive analysis for FSII & SDA, if line injected |
| 6. Tanker/Barge First-In | After maximum of 3 feet loaded | Spot | C - plus Particulate and additive analysis for FSII & SDA, if line injected |
| 7. Tanker/Barge | After Loading | Each Compartment | Workmanship, Density |
| 8. Tanker/Barge | After Loading | Multi-Tank Composite of Each Product Loaded | B |
| 9. Tank Car/Truck Loading Rack | After change of source tank. | Line | C - plus additive analysis for FSII & SDA, if line injected |
| 10. Tank Cars/Truck/ Intermodal Containers | After Filling | All-Level | Workmanship: C - When loading lubes and FSII |

NOTES FOR TABLE I:

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM - DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

TABLE II - SAMPLE RETENTION

| TYPE OF SAMPLE | MINIMUM QUANTITY | RETENTION PERIOD |
|--------------------------------------|--|---|
| Bulk Additives | 2 Liters | Until Receipt and Quality Verification of New Lot/Batch |
| Drummed Additives | 1 Liter | When Stocks Exhausted |
| Shipping Tank(s) | 20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels | 45 Days |
| Composite Line (Tanker/Barge) | 20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels | 45 Days |
| Composite Line (Pipeline) | 20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels | 45 Days |
| Tank Truck/Car, Intermodal Container | 1 Liter | 15 Days (Lubes - 45 days) |
| Tanker/Barge Composite | 20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels | 45 Days |
| Tanker/Barge Each Compartment | 0.5 Liter | 45 Days |

E1 CONT'D

TABLE III - DEFINITIONS OF TEST SERIES

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

| | AVGAS | | TURBINE FUELS | | MOGAS | | DIESELS/ KEROSENE | | BURNER FUELS | | LUBES | | FSII |
|---|-------|---|---------------|---|-------|---|-------------------|---|--------------|---|-------|------|------|
| TEST PROPERTIES | B | C | B | C | B | C | B | C | B | C | B | C | C |
| Appearance | * | * | * | * | * | * | * | * | | | * | * | * |
| Particulate content | * | | * | | | | | | | | * | | |
| Filtration Time | | | * | | | | | | | | | | |
| Color | * | * | * | * | * | * | * | * | | | * | * | |
| Density <i>or</i> API Gravity or Specific Gravity | * | * | * | * | * | * | * | * | * | * | * | * | * |
| Distillation | * | | * | | * | | * | | | | | | |
| Corrosion, Copper Strip | * | | * | | * | | | | | | | | |
| Existent Gum | * | | * | | * | | | | | | | | |
| Carbon Residue | | | | | | | * | | * | | | | |
| Lean or Rich Ratings | * | | | | | | | | | | | | |
| Reid Vapor Pressure | * | | * | | * | | | | | | | | |
| Water Reaction | | | * | | | | | | | | | | |
| Lead Content | * | | | | | | | | | | | | |
| Freeze Point | | | * | | | | | | | | | | |
| Flash Point | | | * | * | | | * | * | * | * | * | * | |
| FSII Content | | | * | | | | | | | | | | |
| Microseparometer | | | * | | | | | | | | | | |
| Conductivity | | | * | | | | | | | | | | |
| Sediment & Water | | | | | | | | | * | * | | | |
| Viscosity | | | | | | | | | * | | * | * | |
| Water Content | | | | | | | | | * | | * | * | * |
| Foam Test | | | | | | | | | | | * | *(1) | |

* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

(1) Only ASTM D 892 sequences 1 and 2 will be performed.

TABLE IV - CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS⁽¹⁾

| LAST PRODUCT CARRIED (2) | PRODUCT TO BE LOADED | | | | |
|--|---|---|--|---------------------|---------------------|
| | JET FUEL JP-4 JET B MOGAS AVGAS | JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW KSN, KS1 | DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2 | LUBRICATING OILS | FSII |
| AVGAS MOGAS JP-4 JET B | DRAIN EMPTY | STEAM DRY | STEAM DRY | STEAM DRY | STEAM DRY |
| JP-8, JP-5 JET A/A1 DF-A, DL-A DFW, KSN, KS1 | DRAIN EMPTY (B) | DRAIN EMPTY (B) | DRAIN EMPTY (C) | STEAM DRY (B) | STEAM DRY (B) |
| F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2 | STEAM DRY (B) | DRAIN EMPTY (B) | DRAIN EMPTY (C) | STEAM DRY (B) | STEAM DRY (B) |
| ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D | NO LOAD | NO LOAD | NO LOAD | NO LOAD | NO LOAD |
| LUBRICATING OILS | NO LOAD | NO LOAD | STEAM DRY | DRAIN EMPTY (A) | NO LOAD |
| JET FUEL JPTS, JP-7 | DRAIN EMPTY | DRAIN EMPTY | DRAIN EMPTY | STEAM DRY | STEAM DRY |
| FSII | DRAIN EMPTY | DRAIN EMPTY | DRAIN EMPTY | STEAM DRY | DRAIN EMPTY |

NOTES FOR TABLE IV:

(1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.

(2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.

(A) Applicable only when loading the same specification lubricating oils; otherwise, steam and dry.

(B) If previous cargo contained dye marker, all traces of color must be removed.

(C) If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.

(DESC 52.246-9F75)

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

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(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC OCT 2004)

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, missile fuels (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

(a) **AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):**

| | | | | | |
|----------------------|-----|----------------|-----|----------------|-----|
| Alabama | 110 | Maine | 110 | Oklahoma | 110 |
| Arizona | 120 | Maryland | 110 | Oregon | 120 |
| Arkansas | 110 | Massachusetts | 110 | Pennsylvania | 110 |
| California | 120 | Michigan | 110 | Rhode Island | 110 |
| Colorado | 120 | Minnesota | 110 | South Carolina | 110 |
| Connecticut | 110 | Mississippi | 110 | South Dakota | 110 |
| Delaware | 110 | Missouri | 110 | Tennessee | 110 |
| District of Columbia | 110 | Montana | 120 | Texas | 110 |
| Florida | 110 | Nebraska | 110 | Utah | 120 |
| Georgia | 110 | Nevada | 120 | Vermont | 110 |
| Idaho | 120 | New Hampshire | 110 | Virginia | 110 |
| Illinois | 110 | New Jersey | 110 | Washington | 120 |
| Indiana | 110 | New Mexico | 120 | West Virginia | 110 |
| Iowa | 110 | New York | 110 | Wisconsin | 110 |
| Kansas | 110 | North Carolina | 110 | Wyoming | 120 |
| Kentucky | 110 | North Dakota | 110 | | |
| Louisiana | 110 | Ohio | 110 | | |

EXCEPTIONS:

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

(b) **AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) (INCLUDING ALASKA AND HAWAII):**

| | | | | | | | |
|-------------------|------------------|----------------------|------------------|-----------------------------------|------------------|----------------------|------------------|
| Afghanistan | 400 | Djibouti | 400 | Kyrgyzstan | 400 | Russia | 200 |
| Africa | 200 ² | Egypt | 400 | Laos | 350 ¹ | Saudi Arabia | 400 |
| Alaska | 320 | Eritrea | 400 | Lebanon | 200 | Seychelles Is. | 400 |
| Antarctica | 310 | Ethiopia | 400 | Madagascar | 200 | Singapore | 350 ¹ |
| Armenia | 200 | Europe (Continental) | 200 | Malaysia | 350 ¹ | Somalia | 400 |
| Ascension Island | 111 | Georgia | 200 | Maldives | 350 ¹ | South America | 111 |
| Australia | 350 ¹ | Greenland | 200 | Malta | 200 | Sri Lanka | 350 ¹ |
| Azerbaijan | 200 | Hawaiian Islands | 310 | Mauritius | 200 | Sudan | 400 |
| Azores | 200 | Hong Kong | 330 | Mexico | 111 | Syria | 200 |
| Bahrain | 400 | Iceland | 200 | Midway Island | 310 | Taiwan | 350 ¹ |
| Bangladesh | 350 ¹ | India | 350 ¹ | Mongolia | 330 | Tajikistan | 400 |
| Bermuda | 111 | Indonesia | 350 ¹ | Myanmar | 350 ¹ | Thailand | 350 ¹ |
| Bhutan | 350 ¹ | Ireland | 200 | Nepal | 350 ¹ | Turkey | 200 |
| Brunei | 350 ¹ | Iraq | 400 | New Zealand | 350 ¹ | Turkmenistan | 400 |
| Cambodia | 350 ¹ | Israel | 200 | Oman | 400 | United Arab Emirates | 400 |
| Canada | 120 | Japan | 340 | Pacific Islands (Central & South) | 310 | United Kingdom | 200 |
| Canary Island | 200 | Johnston Atoll | 310 | Pakistan | 400 | Uzbekistan | 400 |
| Caribbean Islands | 111 | Jordan | 400 | | | | |

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| | | | | | | | |
|--------------------|-----|------------|-----|-----------------------|------------------|-------------|------------------|
| Central America | 111 | Kazakhstan | 400 | Papua New Guinea | 310 | Vietnam | 350 ¹ |
| Chagos Archipelago | 300 | Kenya | 400 | Philippines | 350 ¹ | Wake Island | 310 |
| Comoros | 200 | Korea | 330 | Qatar | 400 | Yemen | 400 |
| Cyprus | 200 | Kuwait | 400 | Ryukus Islands, Japan | 340 | | |

^[1] A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

^[2] Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

(c) INSPECTION OFFICES AND CODES.

110. DESC Americas -- East
Federal Building, Room 1005
2320 LaBranch Street
Houston, TX 77004-1091
Phone: (713) 718-3883
FAX: (713) 718-3891

111. DESC Homestead
360 Coral Sea Blvd.
Homestead AFB, FL 33039-1299
Phone: (305) 258-7454/55/56
FAX: (305) 258-7761

120. DESC Americas -- West
3171 N Gaffey Street
San Pedro, CA 90731-1099
Phone: (310) 900-6960
FAX: (310) 900-6973

200. DESC Europe
ATTN: Quality Manager
CMR 443, Box 5000
APO AE 09096-5000
[Location: Wiesbaden, Germany]
Phone: 49-611-380-7413/7541³
FAX: 49-611-380-7406³

300. DESC Pacific
ATTN: Quality Manager
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-1173
FAX: (808) 477-5710

310. DESC Middle Pacific
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-5441
FAX: (808) 477-5710

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320. DESC Alaska
10480 22nd Street
Elmendorf AFB, AK 99506-2500
Phone: (907) 552-3949
FAX: (907) 753-0517
330. DESC Korea
Building T-383 (CP OSCAR)
APO AP 96218-0171
[Location: Camp Walker, Taegu, Korea]
Phone: 82-53-470-5204³
FAX: 82-53-470-5103³
340. DESC Japan
Yokota Building 714, Room 211/B-18
Unit 5266
APO AP 96328-5266
[Location: Yokota AB, Japan]
Phone: 81-311-755-2673³
FAX: 81-311-755-3598³
350. DESC Singapore
c/o NRCC Singapore
PSC 470, Box 2100
FPO AP 96534-2100
Phone: 65-6750-2070/2013
FAX: 65-6750-2080/2635
400. DESC Middle East
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-724-650³
FAX: 973-724-670³

^[3] Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable

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price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633** or **(703) 767-8420; (DSN) 427-8420**.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

THIS CLAUSE APPLIES ONLY TO PAG AND PAD**E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC FEB 2004)****(a) SOURCE RESTRICTION.**

(1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract. Upon receiving such notice, the Contractor shall have 10 days to respond, in writing, after which time the source restriction will become effective.

(2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.

(3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

(b) SOURCE INSPECTION.

(1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to source restriction, have the right to change the inspection point from destination to origin (source) by advising the Contractor in writing. Source inspection will become effective 10 days after written notice has been received by the Contractor.

(2) At the time the change becomes effective—

(i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the item(s) involved;

(ii) Source restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and

(iii) The cognizant DESC field office, upon receiving written notification by the CO, will become the office responsible for inspection at the origin loading or filling point for providing necessary field assistance.

(c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.

(DESC 52.246-9F55)

E40.05 MATERIAL INSPECTION AND RECEIVING REPORT (DESC MAR 2000)

- (a) One copy of the documents and reports listed below shall be mailed to--

ATTN DESC-BP (LR) ROOM 2954
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

(b) Laboratory reports shall be in the Standard Report Format given in Attachment 1 for the Standardized Format for Use in Preparation of Product Test Reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1, test reports, and vessel ullage reports for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipment tank and clearly indicate the quantity of product drawn from each tank.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(c) If only one shipment is made from a shipping tank, then the quantity of the Standard Report Format should represent the quantity shipped and not the tank capacity or the quantity in the tank at the time of sampling. If more than one shipment was made from the same shipping tank, the quantity can either be left blank or annotated with the quantity shipped during that individual shipment.

(d) In all cases, the DD Form 250 or DD Form 250-1 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the "**city**" indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the "**Shipped From**" block on the DD Form 250 series document.

(DESC 52.246-9FG1)

E40.06 COMMERCIAL BILLS OF LADING (BULK) (DESC SEP 2003)

(a) Commercial bills of lading should not be used in the performance of this contract. The official record for the cargo lifts under DESC bulk fuels contracts is the DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(b) If a fuel Contractor requires the use of a commercial bill of lading for record purposes, the bill of lading must clearly state, on the original and all copies, the following:

“NONNEGOTIABLE INSTRUMENT – DD FORM 250-1 IS THE OFFICIAL DOCUMENT FOR THIS GOVERNMENT CARGO.”

(DESC 52.246-9FG5)

SECTION F**F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC JUN 2002)**

(a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made upon the day specified in the order provided that the Contractor shall have received the order at least 48 hours prior to the day so specified, except for deliveries--

(i) By pipeline (other than into vessel, dredge, or barge for use as ships' bunkers) for which the Contractor shall be given 15 days' notice prior to the date so specified; and

(ii) Into vessel, dredge, or barge by any means of delivery including pipeline for use as ships' bunkers, for which deliveries the Contractor shall be given 24 hours' notice prior to the specific time delivery is to be made.

(3) All packaged or drummed material to be delivered f.o.b. boxcar, truck, or lighter shall be loaded (braced and blocked where necessary) by the Contractor as follows:

(i) **RAIL SHIPMENTS IN CONTINENTAL UNITED STATES AND ALASKA.**

(A) In accordance with the LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS clause.

(B) To the extent there is no conflict between the standards mentioned in paragraph (a) of the LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS clause, when a freight advantage to the Government would result, the Contractor will load boxcars to maximum capacity, including multiple tiering.

(ii) **TRUCK SHIPMENTS IN THE UNITED STATES.** In accordance with ICC Regulations and best commercial practices.

(iii) **RAIL SHIPMENTS AND TRUCK SHIPMENTS - OVERSEAS, POSSESSIONS AND TERRITORIES.** In accordance with best commercial practices and local regulations, or as indicated in the Schedule.

(iv) **LIGHTER.** In accordance with best commercial practices.

(4) Except for supplies delivered f.o.b. boxcar, truck, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving conveyance. Title to supplies delivered f.o.b. boxcar, truck, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car, truck, or lighter is released to, and accepted by, the carrier.

(b) On items calling for delivery f.o.b. destination by means of tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination and by means of the transportation equipment specified in the Schedule or, if no specific destination is indicated in the Schedule, to the destination specified in the order. Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the order, except for--

(i) Delivery by tank car which shall be accomplished by spotting the car alongside the unloading manifold connection at the specified destination;

(ii) Delivery by boxcar which shall be accomplished at the specified destination as follows:

(A) If such activity has a railroad siding, by spotting the car alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity;

or

(B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;

(iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and

(iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries by tank car or boxcar shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 120 hours prior to the time so specified; all other deliveries, except as hereinafter indicated, shall be made on the day specified in the delivery order and unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that such order shall have been received by the Contractor at least 48 hours prior to the days so specified. Pipeline deliveries (except those into vessel, dredge, or barge) shall be made on the day specified in the delivery order, provided the order shall have been received by the Contractor at least 15 days prior to the day so specified. Delivery into vessels, dredges, or barges from a marine service station or by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.

F1 CONT'D

(3) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:

(i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

(ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(4) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.

(5) When delivery of fuel oil or lubricating oil is made by tank car, such car shall be equipped with steam coils, if specified in the order, to facilitate the unloading of such product.

(6) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility--

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment which is poorly maintained, may be refused entrance to the installation by the installation Commander.

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(8) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

(9) Except for supplies delivered by tank car, boxcar, truck, or lighter, title to supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities. Title to supplies delivered by tank car or boxcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car is released by the carrier for unloading. Title to supplies delivered by truck, and risk of loss thereof, shall pass from the Contractor to the Government when the drummed or packaged supplies are removed from the truck. Title to supplies delivered by lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the receiving vessel's tackle is attached to the supplies to be unloaded.

(DESC 52.247-9FA1)

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving shore tank measurements; or
- (b) Calibrated meters on the receiving tank system.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

F1.09 CONT'D**(2) DELIVERIES INTO OR BY PIPELINE.****(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Shipping tank measurements.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving tank measurements; or
- (b) Calibrated meter (if the facility is so equipped).

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **F.O.B. JUNCTION.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

- (A) Calibrated meter; or
- (B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gaugings.

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(3) DELIVERIES INTO OR BY RAIL TANK CAR.**(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Weight, using calibrated scales; or
- (c) The certified capacity table for the rail tank car.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

- (A) The certified capacity table of the rail tank car received; or
- (B) Weight, using calibrated scales; or
- (C) Calibrated meter.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(4) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded; or
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

(A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter;
- (b) Certified capacity tables. The tables must be made available at the time of delivery;
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or

(d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales.

F1.09 CONT'D(iii) **WATER BOTTOMS.**

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION.** Volume correction to gallons at 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.
- (2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).
- (3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.

- (i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).
- (ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).
- (iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).
- (iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.
- (v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

- (A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.
- (B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.
(DESC 52.211-9F95)

F1.25 DELIVERY AND ORDERING PERIODS (DESC JUL 1995)

- (a) This clause applies to all modes of delivery, whether origin or destination.
- (b) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, shall be as follows unless the item in the Schedule specifies otherwise:

For the basic requirement:

- (1) Ordering Period Begins: Date of Award and Ends: June 30, 2006.
- (2) Delivery Period Begins: July 1, 2005 and Ends: June 30, 2006.

For Option Period 1:

- (3) Ordering Period Begins: Date Option is Exercised and Ends: December 31, 2006.
- (4) Delivery Period Begins: July 1, 2006 and Ends: December 31, 2006.

For Option Period 2:

- (5) Ordering Period Begins: Date Option is Exercised and Ends: June 30, 2007.
- (6) Delivery Period Begins: January 1, 2007 and Ends: June 30, 2007.

F1.25 CONT'D

(c) Notwithstanding the foregoing, deliveries made prior to the delivery period at the option of the Contractor and pursuant to an order by the Government shall be deemed to have been made under this contract at the applicable contract price(s).

(d) Notwithstanding the foregoing delivery period(s), if an order is placed prior to the end of the ordering period that requires delivery within 30 days following the end of the ordering period, the Contractor shall deliver the ordered volume.

(e) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities for the life of the contract. However, if the monthly pro rata for tanker lifting is less than the Contractor's maximum parcel size, the Government reserves the right to order volumes equal to the maximum parcel size per delivery.

(f) Unless otherwise specifically stated in this contract, and notwithstanding (e) above, where the total estimated quantity for any individual product or grade of product awarded under this contract is equal to or less than 30,000 barrels, the Government may order, and the Contractor shall deliver, if ordered, the entire quantity in one delivery.

(g) Nothing included in this clause shall restrict the Government's rights under the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause. (DESC 52.242-9F70)

F18 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

F92 SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC AUG 1999)

(a) Within 30 days from the date of contract award, the Contractor shall furnish to the Contracting Officer a tentative refinery shutdown schedule for the contract period in order that the placement of orders and the delivery of supplies as set forth under the DELIVERY AND CONTRACT PERIODS or the DELIVERY AND ORDERING PERIODS clause may be adjusted to provide for delivery of the entire contract quantity. The schedule will identify the specific period(s) when the refinery will be shut down and the effect that the shutdown will have on availability of each product under the contract. Any revisions to this schedule will necessitate prior notice of at least 60 days in order to coordinate the placement of orders for the delivery of the entire contract volume.

(b) If the Contractor cannot provide the 60 days advance notice, then, at no additional cost to the Government, the Contractor shall maintain sufficient inventory to make deliveries in support of the ordering activities' requirements or the Contractor shall provide for an alternate source for product during the shutdown period(s).

(DESC 52.211-9F45)

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

SECTION G**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G12 SUPPLEMENTAL INVOICING INFORMATION (BULK) (DESC SEP 2002)

Supplemental information required by the contract as authorized by 5 CFR part 1315.

(a) Description of the item shall include the Government product code, such as JP8, JP5, F76, etc.

(b) Pipeline shipments shall include the Commercial Batch Number for each pipeline shipment, if available. (For f.o.b. origin pipeline shipments, the Contractor will include the Commercial Batch Number as provided by the ordering office.)

(DESC 52.211-9FH7)

G150.05 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK) (DESC JUN 2003)**(a) CERTIFICATION OF RECEIPT.****(1) F.O.B. DESTINATION DELIVERIES.**

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for Commercial

Items.

(2) F.O.B. ORIGIN DELIVERIES.

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(b) **SUBMISSION OF INVOICES BY MAIL.** Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENT DIVISION
ATTN DFAS-BVDFB/CC
PO BOX 182317
COLUMBUS OH 43218-6250

G150.05 CONT'D**(c) SUBMISSION OF INVOICES BY FACSIMILE.**

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) Contractors shall include their own fax number on each document transmitted.

(3) Fax number for invoices is **(614) 693-2473** (DFAS-BVDFB/CC).

(4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice. Verification can be made by calling Customer Service (DFAS-BVDF/CC) at **(800) 756-4571 (Options 2 and 2)** between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. DFAS-BVDF/CC will not be held accountable for transmissions not received.

(5) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-BVDFB/CC specifically requests it.

(d) SUBMISSION OF INVOICES ELECTRONICALLY.

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(e) SUBMISSION OF INVOICES BY COURIER.

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER
FUELS ACCOUNTING AND PAYMENTS
ATTN DFAS-BVDFB/CC
3990 EAST BROAD STREET, BLDG 21
COLUMBUS OH 43213-1152

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) NOTES.

(1) Invoices will reflect quantities in **whole** numbers.

(2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

SECTION H**H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC SEP 2003)**

(a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.

(b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Energy Support Center (DESC) West. Data specified shall be submitted to the appropriate DESC office listed below:

AREA OF LIFT (SHIPMENT)**DESC ADDRESS AND TELEPHONE NUMBER**

Alabama, Arizona, Arkansas, Connecticut, Delaware,
District of Columbia, Florida, Georgia, Illinois, Indiana,
Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,
Massachusetts, Michigan, Minnesota, Mississippi,
Missouri, Nebraska, New Hampshire, New Jersey,
New Mexico, New York, North Carolina, North Dakota,
Ohio, Oklahoma, Pennsylvania, Rhode Island,
South Carolina, South Dakota, Tennessee, Texas, Vermont,
Virginia, West Virginia, Wisconsin, Bolivia, Caribbean Area,
Colombia, El Salvador, Honduras, Mexico, Puerto Rico,
and West Indies

Defense Energy Support Center - Houston
2320 La Branch Street, Suite 1005
Houston, TX 77004-1091
TELEPHONE: _____
DSN: 940-_____
FAX: _____

California, Colorado, Idaho, Montana, Nevada, Oregon, Utah,
Washington and Wyoming

Defense Energy Support Center - Los Angeles
3171 N. Gaffey Street
San Pedro, CA 90731-1099
TELEPHONE: _____
FAX: _____

Alaska and Aleutians

Defense Energy Support Center - Alaska
Elmendorf AFB AK 99506-5000
TELEPHONE: _____
TWX: 907-_____

(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):

| <u>AREA</u> | <u>FOOTNOTE</u> | <u>AREA</u> | <u>FOOTNOTE</u> |
|--|-----------------|-----------------------------|-----------------|
| Afghanistan | 2 | Marianas | 3 |
| Africa (except countries assigned to DFR Middle East) | 1 | Mediterranean Sea countries | 1 |
| Alaska | 3 | New Zealand | 3 |
| Australia | 3 | Oman | 2 |
| Bahrain | 2 | Pakistan | 2 |
| Burma | 3 | Philippines | 3 |
| Djibouti | 2 | Qatar | 2 |
| East Indies | 3 | Ryukyu Islands | 3 |
| Egypt | 2 | Saudi Arabia | 2 |
| Ethiopia | 2 | Somalia | 2 |
| Europe (continental) | 1 | South Pacific Islands | 3 |
| Hawaii | 3 | Sri Lanka | 3 |
| Indian Ocean countries | 3 | Sudan | 2 |
| | | Taiwan | 2 |

H19.02 CONT'D

| | | | |
|--------|---|----------------------|---|
| Japan | 3 | Thailand | 3 |
| Jordan | 2 | Turkey | 1 |
| Kenya | 2 | United Arab Emirates | 2 |
| Korea | 3 | United Kingdom | 1 |
| Kuwait | 2 | Yemen | 2 |
| Malaya | 3 | | |

FOOTNOTES:**1. DESC Europe**

American Arms Hotel
August STR 6 Box 224
65189 Wiesbaden, Germany

Phone:

COM 49-611-380-7666

FAX 011 49-611-380-7412

2. DESC Middle East

PSC 451, Box DESC-ME
FPO AE 09834-2800

Phone: Awali, Bahrain

DSN (318) 439-4650

COM 011 973-724650

FAX 011 973-724670

3. DESC Pacific

Box 64110
Camp H M Smith HI 96861-4110

Phone:

COM (808) 477-6692

FAX (808) 477-5710

(d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.

(1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.

(2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.

(3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DESC office within 14 days of the f.o.b. origin delivery.

DATA**DD FORM 250 BLOCK NO./DATA**

| | |
|----------------------------------|--|
| A. National stock number | 16 Enter as cited |
| B. Quantity | 17 Enter as cited |
| C. Contract number | 1 Enter as cited |
| D. Contract line item number | 15 Enter as cited |
| E. Shipment number/SUPAAC | 2 Enter as cited |
| F. Day commenced loading/pumping | 16 Enter for pipeline, if cited |
| G. Bill of lading (B/L) number | 4 Enter as cited, for f.o.b. origin shipments only |
| H. Delivery order number | 1 Enter as cited |

H19.02 CONT'D

- | | |
|-----------------------------|---|
| I. Final shipment indicator | 2 Enter, if cited, after "Shipment No." |
| J. Product Shipment Day | 3 Enter as cited, for f.o.b. origin shipments only |
| K. Product receipt day | 22 Enter as cited, for other than f.o.b. origin shipments |
| L. Mode of shipment | 4 Enter as cited |

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DESC office in lieu of the signed copy referenced in (1), (2), and (3) above.

(DESC 52.242-9FQ1)

SECTION I

THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.

11.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary Government repository for Contractor information required for the conduct of business with the Government.

(2) **Commercial and Government Entity (CAGE) code** means—

(i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
(ii) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

(3) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(4) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

(5) **Registered in the CCR database** means that—

(i) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(ii) The Contractor’s CAGE code is in the CCR database; and

(iii) The Government has validated all mandatory data fields and has marked the records “**Active.**”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” or “**DUNS+4**” followed by the DUNS or DUNS+4 number that identified the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

11.07 CONT'D

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(h) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.204-7/DFARS 252.204-7004)

12.05 CHANGES - FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(FAR 52.242-13)

112.02 CHOICE OF LAW (OVERSEAS) (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(DFARS 252.233-7001)

I27 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **DEFINITIONS.** As used in this clause—

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

Tax and taxes include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

I28.21 CONT'D

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

I28.24 U.S. IMPORT TAX ON PETROLEUM (BULK) (DESC DEC 1980)

This clause is applicable to overseas f.o.b. origin contracts and to domestic f.o.b. origin contracts where product may be imported into the U.S.

The contract prices for any foreign refined product to be furnished hereunder do not include any U.S. Import Tax or Duty on petroleum. In the event that such a tax or duty may be imposed on product furnished under this contract, the U.S. Government shall be responsible for paying or claiming exemption from such taxes or duties, as appropriate.

(DESC 52.229-9F35)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

I81 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period.

(FAR 52.216-22)

I179 ALLOCATION (DESC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, **PROVIDED--**

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

(1) Accept an updated pro rata reduction as outlined in (a) above;

(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

(3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

(3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

I186 CONT'D

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

I209.07 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days, **PROVIDED**, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 730 days.

(FAR 52.217-9)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through the ordering periods specified in Clause F1.25 DELIVERY AND ORDERING PERIODS.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

I211.02 ORDERING (CONT'D) (DESC JAN 1991)

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

(DESC 52.216-9FC5)

SECTION L**L2.10 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(FAR 52.214-34)

L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(FAR 52.214-35)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal.** as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is (703) 767-0488.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror;

and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Quantity, Fixed Price with Economic Price Adjustment contract resulting from this solicitation.

(FAR 52.216-1)

SECTION M**M10 EVALUATION - ALL OR NONE (DESC MAR 2000)**

Offers that tie one item to another (i.e., "If awarded Item 0020, we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award and award will be made at the lowest overall cost to the Government, price and other factors considered. Offers may not, however, tie F76 with other products, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or production facility, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

(DESC 52.209-9F40)

**M25.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANK TRUCK DELIVERIES (BULK)
(AFGHANISTAN/PAKISTAN) (DESC JAN 2005)**

(a) The Government will award f.o.b. destination contracts under this solicitation for F35, PAD, and PAG based on the overall lowest laid-down cost for the entire program.

(b) **For F35 only.** In order to maintain operational readiness, each refinery source will be limited to 170,000 U.S. gallons per day to include any product already under contract to support Afghanistan/Pakistan requirements during the solicited delivery period.

(c) The Contractor is required to use the same refinery source(s) during the life of the contract unless the Contracting Officer authorizes another source.

(DESC 52.211-9F17)

M43.05 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(FAR 52.217-5)

M55 CONVERSION FACTORS (DESC APR 1998)

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) TABLE I.

| | | |
|--------------------------------|---|---|
| One Imperial Gallon | = | 1.20095 U.S. Gallons at the same temperature |
| One Liter | = | 0.264172 U.S. Gallons at the same temperature |
| One Cubic Meter (1,000 liters) | = | 6.2898 Barrels at the same temperature |
| One U.S. Barrel | = | 42 U.S. Gallons at the same temperature |
| One Kilometer | = | 0.62137 Miles |
| One Mile | = | 1.6093 Kilometers |
| One Nautical Mile | = | 1.15 Statute Miles |

(2) TABLE II.

M55 CONT'D

| PRODUCT | DENSITY TYPICAL | | | | | | |
|-------------------------------|-------------------|-------|---------------------------|---------------------------|--------------------------|-------------------------|-------------------------|
| | @15°C | @60°F | BARRELS PER METRIC TON | GALLONS PER METRIC TON | LITERS PER METRIC TON | BARRELS PER LONG TON | GALLONS PER LONG TON |
| | Kg/m ³ | API | | | | | |
| AUTOMOTIVE | | | | | | | |
| GASOLINE (ALL) | 744.9 | 58.4 | 8.462 | 355.42 | 1342.46 | 8.598 | 361.12 |
| AVIATION | | | | | | | |
| GASOLINE (ALL) | 716.3 | 66.0 | 8.801 | 369.66 | 1396.06 | 8.943 | 375.59 |
| <u>BURNER FUEL OILS</u> | | | | | | | |
| FUEL OIL NO. 1 | 812.8 | 42.5 | 7.753 | 325.61 | 1230.31 | 7.877 | 330.83 |
| FUEL OIL NO. 2 | 846.9 | 35.5 | 7.440 | 312.49 | 1180.78 | 7.560 | 317.51 |
| FUEL OIL NO. 4 | 914.2 | 23.2 | 6.891 | 289.44 | 1093.85 | 7.002 | 294.09 |
| FUEL OIL | | | | | | | |
| NO. 5 LIGHT | 954.2 | 16.7 | 6.602 | 277.27 | 1048.00 | 6.707 | 281.71 |
| FUEL OIL NO. | | | | | | | |
| 5 HEAVY 960.7 | 15.7 | 6.557 | 275.39 | 1040.91 | 6.662 | 279.81 | |
| FUEL OIL NO. 6 | 976.6 | 13.3 | 6.450 | 270.90 | 1023.96 | 6.554 | 275.25 |
| <u>DIESEL FUELS</u> | | | | | | | |
| DFA | 810.5 | 43.0 | 7.775 | 326.54 | 1233.81 | 7.900 | 331.79 |
| DF1 | 818.9 | 41.2 | 7.695 | 323.17 | 1122.15 | 7.818 | 328.36 |
| DF2/GAS OIL | 839.3 | 37.0 | 7.507 | 315.30 | 1191.47 | 7.628 | 320.36 |
| <u>INTERMEDIATE FUEL OILS</u> | | | | | | | |
| IFO 60 | 947.2 | 17.8 | 6.651 | 279.33 | 1055.74 | 6.757 | 283.81 |
| IFO 180 | 965.3 | 15.0 | 6.526 | 274.09 | 1035.95 | 6.630 | 278.48 |
| IFO 220 | 967.9 | 14.6 | 6.508 | 273.34 | 1033.16 | 6.612 | 277.72 |
| IFO 380 | 973.9 | 13.7 | 6.468 | 271.65 | 1026.68 | 6.572 | 276.01 |
| <u>JET FUELS</u> | | | | | | | |
| JP4/JET B | 764.6 | 53.5 | 8.243 | 346.22 | 1307.87 | 8.376 | 351.78 |
| JP5 | 819.9 | 41.0 | 7.686 | 322.80 | 1219.66 | 7.809 | 327.98 |
| JP8/JET A1 | 805.9 | 44.0 | 7.820 | 328.42 | 1240.85 | 7.945 | 333.69 |
| JET A | 814.2 | 42.2 | 7.739 | 325.04 | 1228.20 | 7.863 | 330.26 |
| KEROSINES (ALL) | 815.2 | 42.0 | 7.730 | 324.68 | 1226.69 | 7.854 | 329.88 |
| MARINE GAS OIL | 839.3 | 37.0 | 7.507 | 315.30 | 1191.47 | 7.628 | 320.36 |
| NAPHTHA | 731.1 | 62.0 | 8.623 | 362.16 | 1367.80 | 8.761 | 367.97 |
| NAVAL DISTILLATE | | | | | | | |
| FUEL (F76) | | | | | | | |
| AND DFW (F75) | 844.3 | 36.0 | 7.463 | 313.43 | 1184.41 | 7.582 | 318.46 |

(3) TABLE III.

| PRODUCT | ASSUMED DENSITY | | |
|-------------|-------------------|--------|--------|
| | 20 deg C/20 deg C | | |
| | g/mL | lb/gal | Kg/gal |
| FSII DIEGME | 1.025 | 8.561 | 3.884 |

(DESC 52.215-9FA1)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that

either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)